

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

IN AND FOR NEW CASTLE COUNTY

Creedon Controls, Inc., a Delaware corporation,)
Plaintiff,) C. A. No. _____
v.)
Banc One Building Corporation, an Illinois) JURY TRIAL DEMANDED
corporation; and Forest Electric Corporation, a)
New York corporation,) **AFFIDAVIT OF DEFENSE**
Defendants.) **REQUIRED BY 10 DEL. C. §3901**
) **NON-ARBITRATION CASE**
)
)

AFFIDAVIT

STATE OF DELAWARE :
NEW CASTLE COUNTY : SS
:

BEING FIRST DULY SWORN, according to law, the undersigned does depose and state the following:

1. That I am the President of Creedon Controls, Inc.
2. That I have reviewed the attached Complaint and Statement of Claim for Mechanics' Lien and incorporated exhibits;
3. That the facts stated in the attached Complaint and Statement of Claim for Mechanics' Lien are true and correct;
4. That the principal sum of \$2,985,758 plus interest, counsel fees, and costs of this action are demanded for Creedon Controls, Inc., and that the sums are justly due and owing.

CREEDON CONTROLS, INC.

BY: Patricia Creedon
Patricia Creedon, President

SWORN TO AND SUBSCRIBED before me, the 14th day of Apr., 2005.

[Signature]
Notary Public

My Commission Expires: N/A

EXHIBIT “A”

**Forest Electric Corp.**

An EMCOR Company

Forest Electric Corp.
Two Penn Plaza, Floor 4
New York, NY 10121Phone: 212.318.1500
Fax: 212.318.1793

www.forestelectric.net

May 4, 2004

Patricia Creedon
Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808RE: Bank One - CDC-2
RFP 6B General Lighting & Power
RFP 21B IT Cable Conveyance System - Pod A

Dear Ms. Creedon


Enclosed are five (5) copies of a Single Project Construction Services Agreement for the above referenced projects.

Please have an officer of your company sign all five copies for each project and return them to our office as soon as possible. A fully executed copy will then be returned to you.

Should you have any questions, please do not hesitate to contact your undersigned.

Very truly yours,

FOREST ELECTRIC CORP.


Donna M. Lucas
Senior Legal Assistant

cc: P. Angerame

SINGLE PROJECT
CONSTRUCTION SERVICES AGREEMENT
CONTRACT NO. 6B

Pre-bid meetings will/will not be held. If applicable, the pre-bid meeting will occur at _____ A.M./P.M. on _____, at CDC #2 - Governor Printz Blvd. Brandvwine. DE 19802.

When completed, return five (5) executed copies of this Single Project Construction Services Agreement if by U.S. mail addressed to Owner c/o Forest Electric Corp., Two Penn Plaza. NY. NY 10121 Mail Code _____; if hand delivered to Owner c/o _____ Floor, _____ in each case for receipt by Owner by or before 3:00 P.M. on _____.

Owner:

Banc One Building Corporation
 1 Bank One Plaza
 Mail Code IL1-0505
 Chicago, IL 60670-0503

Construction Contractor:

Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808

Owner's Project Manager:

Karl Wm. Auwarter, VP, Real Estate

Construction Contractor's Key Staff Members:

Superintendent: _____

Assistant Superintendent: _____

Building Owner/Manager: None

Site:

Bank One Core Data Center #2
4001 Governor Printz Blvd.
Wilmington, Delaware 19802

Other Key Staff:

Title

Name:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Construction Manager:

Tishman Construction Corporation of Maryland
 666 Fifth Avenue
 New York, New York 10103-0256

Construction Contractor's Authorized Signatories:

1. _____
 2. _____
 3. _____
 4. _____

Electrical Trade Manager:

Forest Electric Corp.
 Two Penn Plaza
 New York, NY 10121

This Single Project Construction Services Agreement is made as of the 2nd day of October, 2003 ("Agreement") between Electrical Trade Manager and Construction Contractor. This Agreement, including all exhibits attached hereto, together with all drawings, specifications and modifications issued after the execution of this Agreement and delivered to Construction Contractor, are herein called the "Contract" and the "Contract Documents". Electrical Trade Manager and Construction Contractor agree to the terms and conditions set forth in the Contract Documents.

1. The project ("Project") consists generally of, and a general description of the Work is (and, if applicable, a more detailed description of the Work is set forth on Exhibit C), as follows:
Electrical Work as per RFP 6B - General Lighting & Power

2. Construction Contractor acknowledges it received the plans and specifications that are listed on, and, as applicable, a more detailed description of the Work as set forth on, Exhibit C hereto.
3. Construction Contractor's obligations under this Agreement ~~will~~ will not (strike through one) require payment and performance bonds as set forth in Section 6.04 of the General Conditions attached hereto as Exhibit G ("General Conditions"). If no selection is clearly made in the preceding sentence, then payment and performance bonds will be required as set forth in Section 6.04 of the General Conditions.
4. Liquidated damages ~~will~~ will not (strike through one) be applicable to the Project as set forth in Section 7.03 of the General Conditions. If required, the "Per Day Liquidated Damage Amount" is \$5,000 per day.
5. The "Contract Sum" is Three Million One Hundred Fifty-Two Thousand Dollars (\$3,152,000.00). The Contract Sum (subject to additions and deductions by change orders as provided by the Contract Documents) includes all costs and expenses related to the Work incurred by or on behalf of Construction Contractor and any costs or expenses in excess of the Contract Sum in anyway related to the Work or the Contract Documents shall be paid by Construction Contractor. Additionally, upon final completion of the Work at the time of the final payment being made to Construction Contractor, all costs associated with unused allowances and contingencies will be adjusted and returned to the Owner.
6. Written notice shall be deemed to be duly served if served to the Electrical Trade Manager or Construction Contractor, as the case may be, at the respective address set forth below in accordance with Section 6.03 of the General Conditions:

If to Construction Manager, addressed to:
Tishman Construction Corporation of
Maryland
666 Fifth Avenue
New York, New York 10103-0256
Attention: William Stanton

With a copy to Owner:

Bank One
301 N. Walnut Street
Wilmington, DE 19801
Attention: Karl Auwarter

With a copy to:

Forest Electric Corp.
4001 Governor Printz Blvd.
Wilmington, DE 19802
Attention: Paul Angerame

If to Construction Contractor, addressed to:
Creedon Controls, Inc.
3424 Old Capital Trail
Wilmington, DE 19808
Attention:

If to Electrical Trade Manager, addressed to:

Forest Electric Corp.
Two Penn Plaza
New York, New York 10121
Attention: Philip Altheim

7. Electrical Trade Manager hereby represents to Construction Contractor that (i) Owner has retained Electrical Trade Manager to act as Owner's construction managers to arrange for the construction of the Project; and (ii) Electrical Trade Manager has full power and authority and is duly authorized to execute and deliver this Contract with and to Construction Contractor upon the terms and conditions set forth herein. All communications from Owner to Construction Contractor shall be delivered either (i) to Electrical Trade Manager with instructions to forward such communications to Construction Contractor, or (ii) directly to Construction Contractor with a simultaneous notification to Electrical Trade Manager. All written approvals and actions required of or permitted to be taken by Owner under the Contract shall be effective if executed by either Owner or by Electrical Trade Manager acting on Owner's behalf, and Construction Contractor shall be permitted to rely on all such written approvals unless and until Owner (and not Electrical Trade Manager) notifies Construction Contractor in writing to the contrary. Construction Contractor shall be entitled to rely on information communicated through the Electrical Trade Manager and work with the Electrical Trade Manager until Owner provides written notice of the termination of such Electrical Trade Manager's responsibilities or a substitution of such Electrical Trade Manager.

This Agreement shall be effective only when (i) Electrical Trade Manager executes and delivers this Single Project Construction Services Agreement to Construction Contractor, (ii) all appropriate blanks contained herein are completed, and (iii) each of the Exhibits A, B, C, D, E, F, G and H (each of which is hereby incorporated herein) has been completed and attached hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

CONSTRUCTION CONTRACTOR:

FIRM: CREEDON CONTROLS, INC.

By: _____

Name: _____

Title: _____

OWNER:

BANC ONE BUILDING CORPORATION,
an Illinois Corporation

By: Forest Electric Corp. as Banc One Building
Corporation's agent and Electrical Trade
Manager.

By: _____

Name: Philip Altheim

Title: Chairman/CEO

LIST OF EXHIBITS
TO
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

- | | |
|-----------|----------------------------------------------------------------------------------------------|
| EXHIBIT A | COMPLETION SCHEDULE |
| EXHIBIT B | SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE |
| EXHIBIT C | PLANS AND SPECIFICATIONS |
| EXHIBIT D | WORK AREA |
| EXHIBIT E | MAXIMUM CHANGE ORDER RATES FOR OVERHEAD, PROFIT, CONTRACTOR'S FEE,
AND GENERAL CONDITIONS |
| EXHIBIT F | RATES AND UNIT PRICES |
| EXHIBIT G | GENERAL CONDITIONS TO SINGLE PROJECT CONSTRUCTION SERVICES
AGREEMENT |
| EXHIBIT H | FOREST ELECTRIC RFP 6B BEST AND FINAL PRICE |

EXHIBIT A

COMPLETION SCHEDULE

Project Completion Date - September 15, 2004

EXHIBIT B

SCHEDULE OF VALUES AND ANTICIPATED DRAW SCHEDULE

Note: These schedules must specifically separate out the Cost of the Work, and Construction Contractor's Fee.

EXHIBIT C

PLANS AND SPECIFICATIONS

Attached Rider "B", List of Drawings and Specifications dated July 14, 2003 and all bulletins and addenda issued thereafter. Refer also to RFP 6B.

Bank One Core Data Center II
Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

DWG./Spec No.

Description

Date

C-201	CIVIL	
C-202	General Development Plan - Cover Sheet	
C-203	Lines and Grades Plan	
C-204	Lines and Grades Plan	April 30, 2003
C-205	Erosion and Sediment Control Plan	April 30, 2003
C-206	Erosion and Sediment Control Plan	April 30, 2003
C-207	Construction Details	April 30, 2003
C-208	Construction Details	April 30, 2003
C-209	Construction Details	April 30, 2003
C-210	Construction Details	April 30, 2003
C-301	Construction Details and Notes	April 30, 2003
C-302	Entrance/Exit Plan	April 30, 2003
C-303	Entrance/Exit Plan	April 30, 2003
C-304	Entrance/Exit Plan	April 30, 2003
C-401	Entrance/Exit Plan	July 14, 2003
C-501	Fire Marshall Plan	July 14, 2003
C-502	Sanitary Sewer Construction Plan	July 14, 2003
C-503	Sanitary Sewer Construction Plan	April 30, 2003
L101	LANDSCAPE	
L102	Planting and Seeding Plan	
	Planting and Seeding Plan	April 30, 2003
		April 30, 2003
A00.00	ARCHITECTURAL -	
A00.01	Drawing Index, Vicinity Map, Location Map & Project Information	
A00.20	Graphic Symbols and Abbreviations	
A00.50	Overall Egress Plan and Occupancy Information	July 14, 2003
A00.51	Site Plan	July 14, 2003
A00.52	Enlarged Site Plans	July 14, 2003
A01.01	Site Elevations and Details	July 14, 2003
A01.02	Overall Slab Plan	July 14, 2003
A01.03	Overall Shell Construction Plan	July 14, 2003
A01.04	Overall Interior Construction Plan	July 14, 2003
A01.05	Overall Roof Plan	June 11, 2003
A02.01.1	Overall Roof Equipment Plan	July 14, 2003
A02.01.2	First Floor Slab Plan - Area A	July 14, 2003
A02.01.3	First Floor Slab Plan - Area B	June 11, 2003
A02.02.1	First Floor Slab Plan - Administration Area	July 14, 2003
A02.02.2	First Floor Shell Construction Plan - Area A	July 14, 2003
A02.02.3	First Floor Shell Construction Plan - Area B	July 14, 2003
A02.03.1	First Floor Shell Construction Plan - Administration Area	June 11, 2003
A02.03.2	First Floor Interior Construction Plan - Area A	July 14, 2003
A02.03.3	First Floor Interior Construction Plan - Area B	July 14, 2003
A02.04.1	First Floor Interior Construction Plan - Administration Area	July 14, 2003
A02.04.2	Roof Plan - Area A	July 14, 2003
A02.04.3	Roof Plan - Area B	July 14, 2003
A02.05.1	Roof Plan - Administration Area	July 14, 2003
A02.05.2	Roof Equipment Plan - Area A	July 14, 2003
A02.05.3	Roof Equipment Plan - Area B	July 14, 2003
A02.10	Roof Equipment Plan - Administration Area	July 14, 2003
A03.01	Enlarged Generator Plans	July 14, 2003
A04.01	Enlarged Power & Communication Plans	June 11, 2003
A05.00.1	Enlarged Reflected Ceiling Plans	July 14, 2003
A05.01	Room Finish Schedule & Finish Schedule	July 14, 2003
A06.01	Enlarged Finish Plans	July 14, 2003
A08.00	Enlarged Furniture Plans	July 14, 2003
A08.10	Enlarged Toilet Room Plans	July 14, 2003
A09.00	Enlarged Vestibule Plans, Elevations, & Details	July 14, 2003
A09.10	Exterior Building Elevations	July 14, 2003
A09.11	Building Sections	July 14, 2003
A09.20	Building Sections	July 14, 2003
A09.21	Enlarged Exterior Elevations-Administration Area	July 14, 2003
A09.22	Enlarged Exterior Elevations	July 14, 2003
A09.23	Enlarged Exterior Elevations	July 14, 2003
A09.24	Enlarged Exterior Elevations	June 11, 2003
A09.30	Enlarged Exterior Elevations	June 11, 2003
A09.31	Wall Sections	June 11, 2003
A09.32	Wall Sections	June 11, 2003
A10.00	Wall Sections - Administration Area	July 14, 2003
A10.01	Stair #1 - Plans & Sections	July 14, 2003
...	Stair #2 - Plans & Sections	July 14, 2003
		July 14, 2003

Bank One Core Data Center II
 Brandywine, Delaware
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Date

A11.00	Interior Elevations	
A11.01	Interior Elevations	
A11.02	Interior Elevations	July 14, 2003
A11.10	Interior Elevations - Toilet Rooms	July 14, 2003
A11.11	Interior Elevations-Break & Service Counters, Admin. Areas	July 14, 2003
A11.12	Interior Elevations	July 14, 2003
A12.00	Foundation Details	July 14, 2003
A12.01	Precast Concrete Panel Types	June 11, 2003
A12.02	Precast Concrete Panel Details	July 14, 2003
A12.03	Metal Panel & Curtain Wall Sectional Details - Administration Area	July 14, 2003
A12.04	Metal Panel & Curtain Wall Plan Details - Administration Area	July 14, 2003
A12.10	Exterior Details - Generator Shaft - North	July 14, 2003
A12.11	Exterior Details - Generator Shaft - South	July 14, 2003
A12.12	Expansion Joint Details	July 14, 2003
A12.13	Expansion Joint Details	July 14, 2003
A12.20	Roof Details	July 14, 2003
A12.21	Roof Details - Administration Area	July 14, 2003
A13.00	Partition Types	July 14, 2003
A13.01	Partition Types & Details	July 14, 2003
A13.20	Door Schedule	July 14, 2003
A13.30	Door Types & Door Details	July 14, 2003
A13.31	Door Details	July 14, 2003
A13.40	Millwork Details	July 14, 2003
A13.50	Ceiling Details	July 14, 2003
A13.60	Raised Floor Details & Misc. Details	July 14, 2003
S00.00	STRUCTURAL	
S01.01.1	General Notes	
S01.01.2	Foundation Plan - Area A	June 11, 2003
S01.01.3	Foundation Plan - Area B	July 14, 2003
S01.02.1	Foundation Plan - Area C	July 14, 2003
S01.02.2	Roof Framing Plan - Area A	July 14, 2003
S01.02.3	Roof Framing Plan - Area B	July 14, 2003
S02.00	Roof Framing Plan - Area C	July 14, 2003
S02.01	Foundation Details	July 14, 2003
S02.02	Foundation Details	July 14, 2003
S02.03	Foundation Details	June 11, 2003
S03.00	Retaining Wall Plan and Details	June 11, 2003
S03.01	Steel Column Schedule and Details	June 11, 2003
S03.02	Steel Bracing Elevations	June 11, 2003
S03.03	Bracing Details	July 14, 2003
S03.04	Typical Steel Details	June 11, 2003
S03.05	Typical Composite Details	June 11, 2003
S03.06	Steel Details	June 11, 2003
S05.00	Steel Details	June 11, 2003
S05.01	Masonry Details	June 11, 2003
	Masonry Details	June 11, 2003
	MECHANICAL DRAWINGS	
M001	Legends, Abbreviations & Symbols	
M101-A	Floor Plan - Ductwork - Part A	July 14, 2003
M101-B	Floor Plan - Ductwork - Part B	July 14, 2003
M101-C	Floor Plan - Ductwork - Part C (Admin)	July 14, 2003
M102-A	Roof Plan - Part A	July 14, 2003
M102-B	Roof Plan - Part B	July 14, 2003
M102-C	Roof Plan - Part C (Admin)	July 14, 2003
M201-A	Floor Plan - Piping - Part A	July 14, 2003
M201-B	Floor Plan - Piping - Part B	July 14, 2003
M301	Part. Plan Chiller Room A	July 14, 2003
M302	Part. Plan Chiller Room B	July 14, 2003
M303	Part. Plan Cooling Towers & Sections	July 14, 2003
M304	Under Floor Piping Details	July 14, 2003
M305	Part. Plan Fan Room #1	July 14, 2003
M306	Part. Plan Fan Room #2	July 14, 2003
M307	Part. Plan Generator Room	July 14, 2003
M308	Chiller Room Sections	July 14, 2003
M401	Chilled & Condenser Water Piping Flow Diagrams	July 14, 2003
M402	Air Flow Schematics - 1	July 14, 2003
M403	Air Flow Schematics - 2	July 14, 2003
M404	Motor Control Centers	July 14, 2003
M405	Wiring Diagrams	July 14, 2003

Bank One Core Data Center II
 Brandywine, Delaware
 List of Drawings and Specifications

July 14, 2003

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Date

M502	Ductwork Details - 2	
M503	Piping Details - 1	
M504	Piping Details - 2	July 14, 2003
M601	HVAC Equipment Schedules - 1	July 14, 2003
M602	HVAC Equipment Schedules - 2	July 14, 2003
M603	HVAC Equipment Schedules - 3	July 14, 2003
M604	HVAC Equipment Schedules - 4	July 14, 2003
M605	HVAC Equipment Schedules - 5	July 14, 2003
M700	HVAC Control Points	July 14, 2003
M701	HVAC Control - Module Riser	July 14, 2003
M702	HVAC Control Points List - 1	July 14, 2003
M703	HVAC Control Points List - 2	July 14, 2003
M704	HVAC Control Points List - 3	July 14, 2003
M705	HVAC Control Points List - 4	July 14, 2003
M706	HVAC Control Points List - 5	July 14, 2003
M707	HVAC Control Points List - 6	July 14, 2003
M708	HVAC Control Points List - 7	July 14, 2003
M709	HVAC Control Points List - 8	July 14, 2003
M710	HVAC Control Points List - 9	July 14, 2003
M711	HVAC Control Points List - 10	July 14, 2003
M712	HVAC Control Points List - 11	July 14, 2003
M713	HVAC Control Points List - 12	July 14, 2003
M714	HVAC Control Points List - 13	July 14, 2003
P001	PLUMBING	
P100A	Symbol List, General Notes, Schedules and Details	
P100B	Underground Floor Plan - Part A	June 11, 2003
P100C	Underground Floor Plan - Part B	July 14, 2003
P101-A	Underground Floor Plan - Part C	May 23, 2003
P101-B	Floor Plan - Part A	July 14, 2003
P101-C	Floor Plan - Part B	June 11, 2003
P102-A	Floor Plan - Part C	July 14, 2003
P102-B	Roof Plan - Part A	July 14, 2003
P102-C	Roof Plan - Part B	July 14, 2003
P201	Roof Plan - Part C	July 14, 2003
P202	Partial Underground Floor Plan	July 14, 2003
P203	Partial Underground Floor Plans	June 11, 2003
P204	Partial Floor Plan	May 23, 2003
P301	Partial Floor Plan	July 14, 2003
P302	Water Storage Tank Detail	July 14, 2003
P303	Sanitary Riser Diagram	July 14, 2003
P304	Sanitary Riser Diagram	July 14, 2003
	Domestic Water Riser Diagram	July 14, 2003
FP001	FIRE PROTECTION DRAWINGS	
FP101-A	Symbol List, General Notes, Schedules and Details	
FP101-B	Floor Plan - Part A	July 14, 2003
FP101-C	Floor Plan - Part B	July 14, 2003
FP201	Floor Plan - Part C	July 14, 2003
	Partial Floor Plans and Details	July 14, 2003
E001	ELECTRICAL	
E002	Abbreviations and Symbol List	
ES001	General Notes and Lighting Fixture Schedule	May 23, 2003
E101-A	Electrical Site Plan	July 14, 2003
E101-B	Lighting Floor Plan - Part A	May 23, 2003
E101-C	Lighting Floor Plan - Part B	July 14, 2003
E101-D	Lighting Floor Plan - Part C	July 14, 2003
E101-E	Lighting Floor Plan - Part D	July 14, 2003
E101-F	Lighting Floor Plan - Part E	July 14, 2003
E101-G	Lighting Floor Plan - Part F	July 14, 2003
E101-H	Lighting Floor Plan - Part G	July 14, 2003
E102	Lighting Floor Plan - Part H (Admin. Area)	July 14, 2003
E202-A	Lighting Site Plan	July 14, 2003
E202-B	Power Floor Plan - Part A	July 14, 2003
E202-C	Power Floor Plan - Part B	July 14, 2003
E202-D	Power Floor Plan - Part C	May 23, 2003
E202-E	Power Floor Plan - Part D	May 23, 2003
E202-F	Power Floor Plan - Part E	May 23, 2003
E202-G	Power Floor Plan - Part F	May 23, 2003
E203-A	Power Floor Plan - Part G	May 23, 2003
-----	Power Floor Plan-RPP's, Receptacles and Phones Part A	May 23, 2003
	-----	July 14, 2003

Brandywine, Delaware
List of Drawings and Specifications

July 14, 2003

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Date

E203-C	Power Floor Plan-RPP's, Receptacles and Phones Part-C	
E203-D	Power Floor Plan-RPP's, Receptacles and Phones Part-D	July 14, 2003
E203-E	Power Floor Plan-RPP's, Receptacles and Phones Part-E	July 14, 2003
E203-F	Power Floor Plan-RPP's, Receptacles and Phones Part-F	July 14, 2003
E203-G	Power Floor Plan-RPP's, Receptacles and Phones Part-G	July 14, 2003
E203-H	Power Floor Plan-RPP's, Receptacles and Phones Part-H-Admin Area	July 14, 2003
E204-A	Power & Lighting Roof Plan-Part-A	July 14, 2003
E204-B	Power & Lighting Roof Plan-Part-B	July 14, 2003
E204-C	Power & Lighting Roof Plan-Part-C	July 14, 2003
E302-A	Underground Grounding Plan - Part A	July 14, 2003
E302-B	Underground Grounding Plan - Part B	July 14, 2003
E302-C	Underground Grounding Plan - Part C (Admin. Area)	July 14, 2003
E303-A	Lightning Protection Roof Plan-Part A	July 14, 2003
E303-B	Lightning Protection Roof Plan-Part B	July 14, 2003
E303-C	Lightning Protection Roof Plan-Part C - Admin Area	July 14, 2003
E304-A	Fire Alarm Floor Plan-Part A	July 14, 2003
E304-B	Fire Alarm Floor Plan-Part B	July 14, 2003
E304-C	Fire Alarm Floor Plan-Part C (Admin)	July 14, 2003
E305-A	ASSD Floor Plan-Part A	July 14, 2003
E305-B	ASSD Floor Plan-Part B	July 14, 2003
E306-A	Power Underground Conduit Layout Plan - Part A	July 14, 2003
E306-B	Power Underground Conduit Layout Plan - Part B	July 14, 2003
E307-A	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part A	May 23, 2003
E307-B	Telecom, Control, Electrical Power Monitoring, Underground Conduit Systems Plan - Part B	May 23, 2003
E308-A	EPMS and BMS Lan Cable Plan - Part A	May 23, 2003
E308-B	EPMS and BMS Lan Cable Plan - Part B	May 23, 2003
E401-A	Main One Line Diagram	July 14, 2003
E401-B	Distribution One Line Diagram - Computer Substations 1A, 1B, 2A, 2B, MLBA & MLBB	May 23, 2003
E401-C	Distribution One Line Diagram - Computer Substations 3A, 3B, 4A & 4B	May 23, 2003
E401-E	Distribution One Line Diagram - Mechanical Substations 1A and 1B	May 23, 2003
E401-F	Distribution One Line Diagram - Mechanical Substations 2A and 2B	May 23, 2003
E401-H	Distribution One Line Diagram - Critical Output Distribution Switchgear 1A and 1B	May 23, 2003
E401-I	Distribution One Line Diagram - Critical Output Distribution Switchgear 2A and 2B	May 23, 2003
E401-J	Distribution One Line Diagram - Critical Output Distribution Switchgear 3A and 3B	May 23, 2003
E401-K	Distribution One Line Diagram - Critical Output Distribution Switchgear 4A and 4B	May 23, 2003
E402	Part One Line Diagrams for Kirk Key and Synch. Check Relaying	May 23, 2003
E403	12kV Distribution Switchgear "MD-A" & "MD-B" Relay Diagrams	July 14, 2003
E404	Generator Switchgear and Generator Relay Diagrams	July 14, 2003
E405-A	EMPS Typical for 43.5kV, 13.8kV A & B MV CB	July 14, 2003
E405-B	EPMS Main Distribution Switchgear 1	July 14, 2003
E405-C	EPMS Main Distribution Switchgear 2	July 14, 2003
E405-D	EPMS Diesel Generator	July 14, 2003
E405-E	EPMS Diesel Generator Switchgear	July 14, 2003
E405-F	EPMS Computer Substation Side A & B	July 14, 2003
E405-G	EPMS Mechanical Substation Side A & B	July 14, 2003
E405-H	EPMS Loadbank Substation A & B	July 14, 2003
E405-I	EPMS UPS & SSC Output Switchgear	July 14, 2003
E405-J	EPMS Critical Output Distribution Switchgear	July 14, 2003
E405-K	EPMS Alt Critical Output Switchgear	July 14, 2003
E405-L	EPMS UPS MB A & B	July 14, 2003
E405-M	RPP	July 14, 2003
E406-A	EPMS Screen Flow and Summary Description	July 14, 2003
E406-B	EPMS #1 Screen Name List	July 14, 2003
E406-C	EPMS #2 Screen Name List	July 14, 2003
E406-D	EPMS #3 Screen Name List	July 14, 2003
E406-E	EPMS #4 Screen Name List	July 14, 2003
E407-A	EPMS System Cabling and Details	July 14, 2003
E407-B	EPMS & BMS Lan Details	July 14, 2003
E408	EPMS GPS System Diagrams	July 14, 2003
E409	Control Block Diagram	July 14, 2003
E410	Control Wiring Block Diagram	July 14, 2003
E411-A	EPO Diagram-Data Center 'A' and Generator Rooms 1A and 1B	July 14, 2003
E411-B	EPO Diagram-Data Center 'B' and Generator Rooms 2A and 2B	July 14, 2003
E412	125VDC Battery System	July 14, 2003
E422	Fire Alarm and ASSD System Connection Diagram and Mounting Details	July 14, 2003
E501	Lighting Panel Schedules	July 14, 2003
E502-A	UPS Receptacle Panel Schedules	July 14, 2003
E502-B	UPS Receptacle Panel Schedules	July 14, 2003
E503	Receptacle Panel Schedules	July 14, 2003
E504-A	Mechanical Equipment Panel Schedules	July 14, 2003
E504-B	Mechanical Equipment Panel Schedules	July 14, 2003
E504-C	Mechanical Equipment Panel Schedules	July 14, 2003
E504-D	Mechanical Equipment Panel Schedules	July 14, 2003

DWG./Spec No.

List of Drawings and Specifications

Description

Date

E505-A	PP Panel Schedules	
E505-B	PP Panel Schedules	
E506	Miscellaneous Mechanical Loads	July 14, 2003
E507-A	DC "A" Panel Schedules	July 14, 2003
E507-B	DC "B" Panel Schedules	July 14, 2003
E601	Grounding Details Part 1	July 14, 2003
E602	Grounding Details Part 2	July 14, 2003
E603	Lighting Control Panel Schedules and Details	May 23, 2003
E604	Smoke Detection and Fire Alarm Details	May 23, 2003
E605	Lighting Details	
E606	Lightning Protection Details	July 14, 2003
E607	Power Underground Conduit Sections and Details	July 14, 2003
E610	Switchgear Elevations	July 14, 2003
E611	Switchgear Elevations	May 23, 2003
E612	Electrical Details	July 14, 2003
E613	Underfloor Receptacle Details	July 14, 2003
SE001	SECURITY DRAWINGS	
SE101-A	Security Symbols, Drawing List and Notes	
SE101-B	Floor Security Plan - Part A	
SE101-C	Floor Security Plan - Part B	May 23, 2003
SE401	Security Floor Plan - Part C - Admin. Area & Site Gate Security Part Plan	May 23, 2003
SE601	Security Block Diagrams & Riser Diagram	May 23, 2003
SE602	Security System Details Sheet #1	July 14, 2003
	Security System Details Sheet #2	July 14, 2003
F101	FUEL OIL	
F102	Part Site and Generator Room Plan - Gen. Rms 1A and 2A	
F103	Part Site and Generator Room Plan - Gen. Rms 1B and 2B	
F401	Part Plans and Sections	May 23, 2003
F402	Fuel Oil Flow Diagram - Gen. Rms 1A and 1B	May 23, 2003
F403	Fuel Oil Flow Diagram - Gen. Rms 2A and 2B	July 14, 2003
F404	Fuel Oil System Connection Diagrams	April 30, 2003
F405	Fuel Oil System Monitoring System	April 30, 2003
F501	Fuel Oil Control Diagram	April 30, 2003
F502	Underground Fuel Oil Storage Tank Details	July 14, 2003
	Details	April 30, 2003
DIVISION 1	GENERAL REQUIREMENTS	
01100	Summary	
01140	Work Restrictions	
01210	Allowances	April 18, 2003
01250	Contract Modification Procedures	April 18, 2003
01270	Unit Prices	April 18, 2003
01290	Payment Procedures	April 18, 2003
01310	Project Management And Coordination	April 18, 2003
01320	Construction Progress Documentation	April 18, 2003
01330	Submittal Procedures	April 18, 2003
01331	Coordination Drawings CAD Waiver	April 18, 2003
01400	Quality Requirements	April 18, 2003
01420	References	April 18, 2003
01500	Temporary Facilities And Controls	April 18, 2003
01600	Product Requirements Substitution Request	April 18, 2003
01700	Execution Requirements	April 18, 2003
01731	Cutting And Patching	April 18, 2003
01770	Closeout Procedures	April 18, 2003
01771	Final Cleaning	April 18, 2003
DIVISION 2	SITE CONSTRUCTION	
02100	Site Preparation	June 11, 2003
02200	Site Excavation, Filling and Grading	
02270	Temporary Erosion and Sediment Control Measures	April 18, 2003
02271	RIPRAP	April 18, 2003
02430	Catch Basins	April 18, 2003
02484	Topsolling	April 18, 2003
02486	Fertilizing and Seeding	April 30, 2003
02489	Mulching	April 30, 2003
02490	Sodding	April 30, 2003
02492	Watering	April 30, 2003
02504	Pavement Milling	April 30, 2003
02510	Concrete Sidewalks	April 30, 2003
02511	Seal Coat	April 30, 2003
02512		April 30, 2003

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02513	Bituminous Concrete Paving, Hot-Mixed	
02514	Adjusting and Repairing Existing Catch Basins and Manholes	April 30, 2003
02520	Portland Cement Concrete Paving	April 30, 2003
02528	Concrete Curb	April 30, 2003
02579	Pavement Millings	April 30, 2003
02605	Manholes	April 30, 2003
02610	Reinforced Concrete Pipe/HDPE	April 30, 2003
02612	PVC Sanitary Sewer and Pipe Fittings	April 30, 2003
02620	Subdrainage	April 30, 2003
02622	PVC Storm Sewer Pipe and Fittings	April 30, 2003
02665	Ductile Iron Pipe and Fittings	April 30, 2003
02668	Water Valves and Valve Boxes	April 30, 2003
02669	Standard Fire Hydrant	April 30, 2003
02721	Junction Boxes	April 30, 2003
02900	General Planting	April 30, 2003
02910	Topsoil and Seeding	April 30, 2003
DIVISION 3	CONCRETE	
03100	Concrete Formwork	
03200	Concrete Reinforcement and Embedded Assemblies	April 30, 2003
03300	Concrete	April 30, 2003
03450	Plant-Precast Architectural Concrete	April 30, 2003
DIVISION 4	MASONRY	
04820	Unit Masonry Assemblies	May 7, 2003
DIVISION 5	METALS	
05120	Structural Steel	June 11, 2003
05300	Meat Deck	
05511	Metal Stairs	May 7, 2003
05521	Exterior Pipe and Tube Railings	May 7, 2003
05811	Architectural Joint Systems	June 11, 2003
DIVISION 6	WOOD & PLASTICS	
06105	Miscellaneous Carpentry	June 11, 2003
DIVISION 7	THERMAL AND MOISTURE PROTECTION	
07115	Bituminous Dampproofing	July 14, 2003
07210	Building Insulation	
07412	Metal Wall Panels	June 11, 2003
07552	SBS-Modified Bituminous Membrane Roofing	June 11, 2003
07620	Sheet Metal Flashing and Trim	June 11, 2003
07716	Roof Expansion Assemblies	June 11, 2003
07720	Roof Accessories	June 11, 2003
07841	Through-Penetration Firestop Systems	June 11, 2003
07900	Joint Sealers	June 11, 2003
07920	Joint Sealants	April 30, 2003
DIVISION 8	DOORS AND WINDOWS	
08111	Steel Doors and Frames	June 11, 2003
08125	Interior Aluminum Frames	July 14, 2003
08211	Flush Wood Doors	July 14, 2003
08311	Access Doors and Frames	July 14, 2003
08331	Overhead Colling Doors	June 11, 2003
08411	Aluminum Entrances and Storefronts	June 11, 2003
08700	Door Hardware (CDC2)	June 11, 2003
08711	Door Hardware	June 11, 2003
08716	Power Door Operators	June 11, 2003
08800	Glazing	July 14, 2003
08911	Structural Glazed Aluminum Curtain Wall	July 14, 2003
DIVISION 9	FINISHES	
09260	Gypsum Board Assemblies	June 11, 2003
09310	Ceramic Tile	July 14, 2003
09511	Acoustical Panel Ceilings	July 14, 2003
09514	Acoustical Metal Pan Ceiling	July 14, 2003
09654	Linoleum Floor Coverings	July 14, 2003
09681	Carpet Tile	July 14, 2003
09922	Interior Painting (Professional Line Products)	July 14, 2003
09960	High-Performance Coatings	July 14, 2003

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DIVISION 10	SPECIALTIES	
10101	Presentation Dry Erase Wallcovering	
10155	Toilet Compartments	July 14, 2003
10200	Louvers and Vents	July 14, 2003
10265	Impact-Resistant Wall Protection	June 11, 2003
10270	Access Flooring	July 14, 2003
10505	Metal Lockers	July 14, 2003
10520	Fire-Protection Specialties	July 14, 2003
10605	Wire Mesh Partitions	July 14, 2003
10801	Toilet and Bath Accessories	July 14, 2003
DIVISION 11	EQUIPMENT	
11010	Window Washing Systems	July 14, 2003
11160	Loading Dock Equipment	June 11, 2003
DIVISION 12	FURNISHINGS	
12484	Floor Mats and Frames	July 14, 2003
12491	Horizontal Louver Blinds	July 14, 2003
DIVISION 13	SPECIAL CONSTRUCTION	
13700	SECURITY ACCESS AND SURVEILLANCE	July 14, 2003
13701	ACCESS CONTROL & ALARM MONITORING SYSTEMS	July 14, 2003
13702	CLOSED-CIRCUIT TELEVISION SYSTEMS	July 14, 2003
DIVISION 14	CONVEYING SYSTEMS	
14610	Fixed Hoists	July 14, 2003
DIVISION 15	MECHANICAL	
15020H	HVAC REQUIREMENTS	July 14, 2003
15145H	HANGERS AND SUPPORTS	July 14, 2003
15170H	MOTORS	July 14, 2003
15175H	MOTOR CONTROLLERS	July 14, 2003
15180H	MOTOR-CONTROL CENTERS	July 14, 2003
15190H	HVAC IDENTIFICATION	July 14, 2003
15200H	INSULATION	July 14, 2003
15241H	HVAC VIBRATION CONTROLS AND SEISMIC RESTRAINTS	July 14, 2003
15491H	FUEL-OIL SYSTEM	July 14, 2003
15500H	PIPING SYSTEMS	July 14, 2003
15540H	HVAC PUMPS	July 14, 2003
15545H	WATER TREATMENT	July 14, 2003
15560H	LIQUID LEAK DETECTION SYSTEMS	July 14, 2003
15575H	BREECHINGS, CHIMNEYS AND STACKS	July 14, 2003
15600H	REFRIGERATION SYSTEM EQUIPMENT	July 14, 2003
15761H	AIR COILS	July 14, 2003
15784H	COMPUTER-ROOM AIR-CONDITIONING UNITS INSTALLATION	July 14, 2003
15805H	DIESEL ENGINE INSTALLATION	July 14, 2003
15810H	HUMIDIFIERS	July 14, 2003
15832H	FINNED-TUBE RADIATION	July 14, 2003
15835H	UNIT HEATERS	July 14, 2003
15850H	FANS	July 14, 2003
15854H	CENTRAL-STATION AIR-HANDLING UNITS	July 14, 2003
15856H	INTAKE AND RELIEF VENTILATORS	July 14, 2003
15890H	SHEET METAL WORK	July 14, 2003
15933H	AIR TERMINALS	July 14, 2003
15990H	TESTING, ADJUSTING AND BALANCING	July 14, 2003
DIVISION 15	Plumbing	
15020P	PLUMBING REQUIREMENTS	July 14, 2003
15100P	PLUMBING VALVES	July 14, 2003
15135P	PLUMBING METERS AND GAGES	July 14, 2003
15145P	Plumbing Hangers and Supports	June 11, 2003
15170P	PLUMBING MOTORS	July 14, 2003
15190P	Plumbing Identification	June 11, 2003
15241P	Plumbing Vibration Controls and Seismic Restraints	June 11, 2003
15260P	Plumbing Insulation	June 11, 2003
15321P	ELECTRIC-DRIVE, VERTICAL FIRE PUMPS	July 14, 2003
15325P	FIRE-SUPPRESSION SPRINKLERS	July 14, 2003
15411P	PLUMBING WATER DISTRIBUTION PIPING	July 14, 2003
15420P	PLUMBING DRAINAGE AND VENT PIPING	July 14, 2003
15430P	PLUMBING SPECIALTIES	July 14, 2003
15440P	Plumbing Fixtures	July 14, 2003
15441P	COOLING TOWER WATER MAKEUP PUMPS	June 11, 2003

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15452P	SUMP PUMPS	
15461P	Electric Water Heaters	July 14, 2003
DIVISION 16		June 11, 2003
16050	ELECTRICAL	
16055	BASIC ELECTRICAL REQUIREMENTS	
16071	TEMPORARY ELECTRICAL FACILITIES FOR CONSTRUCTION	July 14, 2003
16075	SEISMIC CONTROLS FOR ELECTRICAL WORK	July 14, 2003
16080	ELECTRICAL IDENTIFICATION	July 14, 2003
16120	ACCEPTANCE TESTING	July 14, 2003
16121	CONDUCTORS AND CABLES	July 14, 2003
16124	CONTROL/SIGNAL TRANSMISSION MEDIA	July 14, 2003
16130	MEDIUM-VOLTAGE CABLES	July 14, 2003
16140	RACEWAYS, BOXES AND CABINETS	July 14, 2003
16145	WIRING DEVICES	July 14, 2003
16312I	LIGHTING CONTROL DEVICES	July 14, 2003
16344I	12kV-480/277 VOLT SUBSTATIONS - Installation Only	July 14, 2003
16345I	12kV DISTRIBUTION SWITCHGEARS - Installation Only	July 14, 2003
16415	12kV PARALLELING SWITCHGEAR - Installation Only	July 14, 2003
16425	TRANSFER SWITCHES	July 14, 2003
16426I	SWITCHBOARDS	July 14, 2003
16441I	SWITCHGEARS (CRITICAL OUTPUT DISTRIBUTION) - Installation Only	July 14, 2003
16452	ALTERNATE CRITICAL SWITCHBOARDS - Installation Only	July 14, 2003
16461	GROUNDING	July 14, 2003
16470	DRY TYPE TRANSFORMERS (600V AND LESS)	July 14, 2003
16471I	PANELBOARDS	July 14, 2003
16475	POWER DISTRIBUTION UNIT (PDU'S) - Installation Only	July 14, 2003
16476	FUSES	July 14, 2003
16480I	DISCONNECT SWITCHES AND CIRCUIT BREAKERS	July 14, 2003
16511	LOAD BANKS - Installation Only	July 14, 2003
16521	INTERIOR LIGHTING	July 14, 2003
16610I	EXTERIOR LIGHTING	July 14, 2003
16621I	UNINTERRUPTIBLE POWER SUPPLY SYSTEM - Installation Only	July 14, 2003
16637I	PACKAGED ENGINE GENERATORS - Installation Only	July 14, 2003
16722	REMOTE POWER PANELS (RPP'S) - Installation Only	July 14, 2003
16723	AIR SAMPLING SMOKE DETECTION SYSTEMS	July 14, 2003
16997	ADDRESSABLE FIRE ALARM SYSTEMS	July 14, 2003
	ELECTRICAL SYSTEM COMMISSIONING REQUIREMENTS	July 14, 2003
DIVISION 17		
17975H	HVAC CONTROL SYSTEMS	
	HVAC CONTROL SYSTEMS	July 14, 2003

EXHIBIT D

WORK AREA

4001 Governor Printz Blvd.
Wilmington, Delaware 19802

EXHIBIT E

MAXIMUM CHANGE ORDER RATES FOR OVERHEAD,
PROFIT, CONSTRUCTION CONTRACTOR'S FEE

1. Construction Contractor may add to its "on-site" cost of extra Work when such Work is performed directly at the site with its own personnel, equipment and materials, it being agreed by Construction Contractor that it will not subcontract out work when it would be more efficient (both in terms of time and money) for Construction Contractor's own personnel to perform such work. 15 % for all of Construction Contractor's Fee related to such Change Order
2. Construction Contractor may add an additional percentage to subcontractor's costs for administration and supervision of extra Work by a subcontractor. 6 % for all of Construction Contractor's Fee related to such Change Order
3. Construction Contractor shall deduct over and above his "on-site" cost of deleted Work when such Work would have been performed directly at the Site with its own personnel, equipment and materials. 15 % for all of Construction Contractor's Fee related to such Change Order
4. Construction Contractor shall deduct an additional percentage over and above subcontractor's credit for administration and supervision of extra Work by a subcontractor. 6 % for all of Construction Contractor's Fee related to such Change Order

EXHIBIT GGENERAL CONDITIONS
TO
SINGLE PROJECT CONSTRUCTION SERVICES AGREEMENT

These General Conditions are attached to and made a part of the Single Project Construction Services Agreement ("Agreement"). All terms defined either in the Agreement or in these General Conditions shall have the meaning ascribed thereto wherever used in the Contract Documents. Terms and abbreviations not specifically defined in the Contract Documents which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

ARTICLE 1 WORK

1.01 Construction Contractor shall perform or cause to be performed, in a first class manner and in accordance with the Contract, all work set forth in, contemplated by or reasonably inferable as being necessary to produce the intended results from, the plans and specifications listed on Exhibit C to the Agreement (as supplemented and modified by Owner throughout the design process), including all labor and materials to complete the general description of such work contained in the Agreement and all movable furnishings specifically identified as being the responsibility of or to be performed by Construction Contractor on such plans and specifications (as supplemented and modified by Owner throughout the design process) and excluding movable furnishings specified or indicated on such plans and specifications to be excluded or to be the responsibility of Owner or Owner's other contractors or consultants (collectively all such labor, materials, and services to be provided by Construction Contractor are herein called the "Work"). In the event of any discrepancy between large-scale plans and small-scale plans, the large-scale plans shall govern. The foregoing shall not relieve Construction Contractor of Construction Contractor's responsibility to advise Owner of any inconsistencies in any of the plans and specifications which a fully competent first class contractor could reasonably be expected to discover upon review of the plans and specifications. Except as set forth above, if any of the Contract Documents imposes a different or greater obligation or limitation upon Construction Contractor than another Contract Document, the Contract Document imposing the greater obligation or limitation on Construction Contractor shall govern and prevail. Plans and specifications which are either (i) necessary for the proper execution and completion of the Work or for the proper operation of the completed improvements or (ii) consistent with and reasonably inferable from the plans and specifications attached hereto as Exhibit C (as supplemented and modified by Owner throughout the design process) as being part of the scope of the Work may hereafter be furnished and will be incorporated in Exhibit C and into the Work at no additional cost to Owner. Construction Contractor acknowledges that it has participated and will participate in meetings with Owner and its design professionals and Construction Contractor has been given ample opportunity to obtain a thorough understanding of the intended final product and fully reviewed the plans and specifications listed on Exhibit C, and thus Construction Contractor hereby agrees that no increase in the Contract Sum shall result unless a change in scope occurs as evidenced by a written change order executed by Owner and Construction Contractor. Construction Contractor shall participate in the value engineering by proposing appropriate and suitable alternatives to achieve the intended design, functionality and quality in a manner that will best enable the Work to be completed within the budget and schedule therefor and shall cooperate and work with the Owner and its consultants as part of an integrated team to maximize the quality of the improvements contemplated by the Work and its components and systems while minimizing the cost of the Work and meeting the requirements of the schedule therefor.

1.02 As between Owner and Construction Contractor, all plans and specifications for the Work and other material related to the Work prepared by Construction Contractor or furnished to Construction Contractor by Owner are and shall remain Owner's property, and shall be used by Construction Contractor only with respect to the Work. Construction Contractor acknowledges that a confidential relationship has been established between Owner and Construction Contractor and that Owner may communicate to Construction Contractor certain confidential information to enable Construction Contractor to render the services required in the Contract. Construction Contractor agrees (i) to treat and to obligate its consultants, employees, and subcontractors to consider and treat all information as secret and confidential, and (ii) not to disclose or issue any information or make available any reports, recommendations and/or conclusions in connection with the Work or the Site, which Construction

Contractor may make to Owner, or any drawings, to any person, firm or corporation or use the same in any manner whatsoever without first obtaining Owner's prior written approval.

1.03 The Contract Documents represent the entire and integrated agreement between Owner and Construction Contractor and shall be deemed to supersede all prior negotiations, representations or agreements, whether written or oral.

ARTICLE 2 OWNER

2.01 To the extent required by Construction Contractor to perform the Work, Owner shall furnish descriptions of all surveys describing the physical characteristics, legal limitations and utility locations for the area within which the Work is to be performed and where materials are to be stored, which Work areas within the Site are limited to the areas designated as such on Exhibit D to the Agreement ("Work Area"). Construction Contractor shall confine its activities at the Site to the Work Area. All other grades, lines, levels, benchmarks, courses and distances shall be established and maintained by Construction Contractor.

2.02 Unless otherwise provided in the Contract Documents, Construction Contractor will be furnished with, free of charge, one set of prints and one reproducible set of all drawings comprising the plans and specifications and one set of the specifications. Owner shall be responsible for all utility connection charges and tap-in fees, including excess capacity fees, meter installation charges or the like.

2.03 If Construction Contractor is in default of any of its obligations under the Contract Documents, and such failure or default continues for seven days after written notice from Owner, Owner may order Construction Contractor immediately to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Construction Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, Owner's other rights under the Contract Documents.

2.04 The Electrical Trade Manager identified in the Agreement, or any substitute designated as such in writing from Owner to Construction Contractor, is Owner's representative with full power to bind Owner.

2.05 Owner reserves for itself and its representatives the right of access to any part of the Work at any time for the purpose of observing or testing or to install other work either with its own forces or with other contractors. Such access is not to be construed to mean partial occupancy by Owner.

2.06 Owner reserves the right to designate, by notice to Construction Contractor (if not so designated on Page 1 of the Agreement) one or more persons or entities that is the owner or manager of the Site or the existing building within which the Work is to be performed (if any, the "Building") as a Building Owner/Manager. To the extent a Building Owner/Manager is so designated, all provisions of this Contract relating to the Building Owner/Manager shall apply, and mean and refer, to the persons or entities so designated. To the extent a Building Owner/Manager is not so designated, no force or effect shall be given to those provisions to the extent related to the Building Owner/Manager.

2.07 Owner reserves the right to engage third parties, including architects and engineers, to assist Owner in various capacities related to the Work and Contract Documents, including in the administration of the Contract Documents. Construction Contractor agrees to cooperate with all such consultants, including architects and engineers, in all aspects of the Work and Contract Documents, including the administration thereof. Construction Contractor acknowledges and agrees that Owner may grant conditional approval of or require the approval of any such consultant, including any architect or engineer, as a condition to Owner's granting any consent or approval required of Owner under the Contract Documents. Construction Contractor shall cooperate with such processes required by Owner to obtain such consultant's consents.

ARTICLE 3 CONSTRUCTION CONTRACTOR

3.01 Construction Contractor shall have primary responsibility for preparation of budgets for the Work throughout the design process in cooperation and consultation with Owner and its consultants. Construction Contractor's submission nor Owner's approval of any budget shall alter the Contract Sum (absent a Change Order executed by the Parties). Any budget may contain one or more line items for Owner's contingency or a contingency expressly to be controlled by Owner and each such contingency is herein called an "Owner's Contingency". An Owner's Contingency (i) shall only be available for use in connection with the Work upon Owner's written approval, which may be granted or denied by Owner in Owner's sole discretion for any or no reason, (ii) shall not be included in the agreed upon Contract Sum, and (iii) which is not used upon final completion of the Work and Construction Contractor is not entitled to any unused portion thereof.

3.02 Construction Contractor shall perform the Work in accordance with all laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site ("Government Requirements"), and otherwise perform Construction Contractor's obligations contemplated in the Contract Documents. Construction Contractor acknowledges that Construction Contractor has visited the Site, examined all conditions affecting the Work, and is fully familiar with all of the conditions thereon and affecting the Work and the Work Area. Construction Contractor shall perform no portion of the Work at any time without Contract Documents or, where required, approved (or approved as noted) shop drawings, product data or samples for such portion of the Work.

3.03 Construction Contractor shall employ a competent project superintendent, necessary assistants, and staff, as necessary for the proper administration, coordination and supervision of the Work, all approved by Owner in writing by either being listed in the Agreement or by separate written approval accepted by or on behalf of Owner. Owner's approval of any such person (or of any substitute for such person) shall not relieve Construction Contractor of or otherwise limit or affect Construction Contractor's obligation to employ competent persons of sufficient skill and experience to perform their assigned responsibilities in accordance with the standards and requirements set forth in the Contract. Construction Contractor's project superintendent shall be in attendance at the Work Area for the duration of the Work and such project superintendent's duties shall not be diminished without the prior written consent of Owner. Construction Contractor's project superintendent shall represent Construction Contractor and all communications given to such project superintendent shall be as binding as if given to Construction Contractor. Upon Owner's request, any communication from such project superintendent shall be confirmed in writing by an authorized partner, member or officer, as the case may be, of Construction Contractor. Construction Contractor's project superintendent shall have authority to furnish estimates and to approve field changes and shall attend meetings with Owner at such times and places as shall be requested by Owner to report on the progress of the Work or otherwise to consult with Owner. Construction Contractor's project superintendent and other members of Construction Contractor's staff identified on page 1 of the Agreement or separately approved by Owner as provided above shall not be changed without the consent of Owner unless such person leaves the employ of Construction Contractor, in which event the substitute must first be approved in writing by Owner. If Owner gives Construction Contractor notice Construction Contractor's project superintendent or any other of Construction Contractor's personnel identified on page 1 of the Agreement (or any person that replaces any of the foregoing) has failed to perform his or her responsibilities in accordance with the standards set forth in this Contract and such failure is not remedied within ten (10) days of such notice, Construction Contractor shall, if requested by Owner, promptly replace such person with a person having the competence, skill and experience necessary to perform such responsibilities and approved by Owner. Those individuals who are the authorized signatories for Construction Contractor are also listed in the Agreement.

3.04 Construction Contractor shall (a) supervise and direct the Work using Construction Contractor's best professional skill and attention, and (b) be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. Construction Contractor shall furnish its best skill and judgment, employing first class professional standards, and shall cooperate with the other parties involved in the Work in furthering the interests of Owner. Construction Contractor accepts sole responsibility for the acts and omissions of Construction Contractor's employees, subcontractors and their respective agents and employees. Construction Contractor shall (i) at all times enforce strict discipline and good order among Construction Contractor's employees and shall not employ on the Work any unfit person or anyone not skilled in the